

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

OHR SOMAYACH/JOSEPH TANENBAUM  
EDUCATIONAL CENTER,

Plaintiff-Counterclaim Defendant,

v.

No. 19-cv-11730 (PMH) (LMS)

FARLEIGH INTERNATIONAL LIMITED,

Defendant-Counterclaim Plaintiff.

**DECLARATION OF EUGENE SHVIDLER IN SUPPORT OF FARLEIGH  
INTERNATIONAL LIMITED'S OPPOSITION TO THE MOTION TO DISMISS FILED  
BY OHR SOMAYACH/JOSEPH TANENBAUM EDUCATIONAL CENTER**

I, Eugene Shvidler, pursuant to 28 U.S.C. § 1746, declare:

1. I submit this Declaration to provide background relevant to responding to Ohr Somayach's motion to dismiss.
2. In April 1989, I emigrated from the Soviet Union to New York. I was 25 years old, and I had no family and few friends in the United States. Shortly after arriving in New York, I was introduced to Ohr Somayach, a Jewish yeshiva and educational center in Monsey, New York, that was focused on helping individuals from nonreligious families find their way to Orthodox Judaism.
3. From late April to June 1989, I studied at Ohr Somayach. During this period, I lived on Ohr Somayach's campus and studied subjects in Judaism. I was mentored by Rabbi Abraham Braun and other of Ohr Somayach's rabbis. Ohr Somayach did not charge me (as many other Ohr Somayach students) for participating in its programming.

4. My experience at Ohr Somayach was important to me and deeply personal, and I developed a great fondness for the institution and its personnel.

5. In 1990, I matriculated at Fordham Business School, and I graduated in 1992 with an MBA and an MS in International Taxation. Over the next several years, I achieved a measure of financial success in international business.

6. Prior to 2005, from time to time Ohr Somayach asked me to make significant financial contributions to the institution to help pay for things, which I did.

7. In or about 2005, Ohr Somayach asked me to make further financial contributions. I requested that these contributions be used for sustainable purposes that would help the institution grow. To that end, and after discussion with Ohr Somayach personnel, including but not limited to Rabbi Braun, and as alleged in the Counterclaims, an agreement was entered into to fund the construction of a new self-contained facility on the existing Ohr Somayach campus for the specific purpose of hosting programming focused on kiruv—the bringing of secularized Jews closer to Judaism.

8. As alleged in the Counterclaims, the agreement also included, among other things, promises (1) that the resulting facility could not be lost under any circumstances and therefore should never be mortgaged or otherwise encumbered; and (2) that the resulting facility would be named in honor of my family.

9. The purpose of the mortgage restriction was to ensure that Beit Shvidler would not be subjected to foreclosure or other disastrous financial consequences. I had some concerns that the management of Ohr Somayach, while skilled religious leaders, were less effective businessmen and I wanted to eliminate the risk that the resulting facility could be lost in the future.

10. As alleged in the Counterclaims, on July 20, 2005, Farleigh and Ohr Somayach executed a document entitled "Deed of Gift," which provided for an initial transfer of \$250,000 but did not memorialize all terms of my agreement with Ohr Somayach.

I declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury under the laws of the United States of America that the foregoing is true and correct:

Dated: June 5, 2020  
Saint Barthélemy

By: 

Eugene Shvidler